

**Amendment for Enhanced Extended Loop (EEL)  
including Rearrangements and Miscellaneous Charges  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Integra Telecom of North Dakota, Inc.  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Integra Telecom of North Dakota, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of North Dakota, that was approved by the North Dakota Public Service Commission on January 28, 2000, as referenced in Case No. PU-1753-00-11 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding the terms, conditions and rates for Enhanced Extended Loop (EEL) including Rearrangements and Miscellaneous Charges, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Nothing herein waives or otherwise affects CLEC's right to challenge any or all rates contained herein which have not been approved in a Commission cost docket or similar proceeding. CLEC agrees that such challenge would have prospective effect only and CLEC agrees not to dispute any charges that have been billed and were due prior to the effective date of a final order resulting from such challenge. Standard billing disputes will be processed pursuant to the terms and conditions of the Agreement.

**Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing

cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

#### **Integra Telecom of North Dakota, Inc.**

Carol Wiosbinski  
Signature

Carol Wiosbinski  
Name Printed/Typed

SVP Government Affairs  
Title

05/08/06  
Date

#### **Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

5/22/06  
Date

## **ATTACHMENT 1**

### **Enhanced Extended Loop (EEL)**

1.0 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport and may also include multiplexing. EEL transport and Loop facilities may utilize DS0 through DS3 bandwidths. The terms and conditions of the Agreement shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of the Agreement shall apply to the Loop portion of the EEL. EEL is offered as a conversion from private line/special access or as new installation subject to the terms of the Agreement.

1.1 CLEC may request the conversion of an existing private line/special access service to an EEL. Retail and/or resale private line circuits (including multiplexing) may be converted to EEL if the conversion is Technically Feasible and they meet the terms of the Agreement. Qwest will provide CLEC with conversions to EELs according to the standard intervals.

1.2 EEL is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to CLEC's Collocation. EEL can also be ordered as a new installation of circuits for the purpose of CLEC providing services to End User Customers.

1.2.1 Terms and Conditions

1.2.2 Intentionally Left Blank.

1.2.3 Intentionally Left Blank.

1.2.4 Installation intervals are set forth in the Service Interval Guide (SIG) on the following web site address:  
<http://www.qwest.com/carrier/guides/sig/index.html>.

1.2.5 EEL is available only where existing facilities are available.

1.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing EEL, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to EEL.

2.0 Ordering

2.1 CLEC will submit EEL orders using the LSR process.

2.2 Qwest will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

2.3 One (1) LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL and EEL Loops must be ordered on separate LSRs.

2.4 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations and rearrangements outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation and rearrangements for

EEL where CLEC requests work to be performed outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time). Monday through Friday, excluding holidays. Installations and rearrangements commencing outside of these hours are considered to be out of hours project coordinated installations.

2.4.1 The date and time for the out of hours project coordinated installation and rearrangements requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

2.4.2 To request out of hours project coordinated installations and rearrangements, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation and rearrangements in the "remarks" section of the LSR.

## 2.5 Rate Elements

2.5.1 EEL Loop. The EEL Loop is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1, and DS3 bandwidths. Recurring and nonrecurring charges as described in the Agreement and Exhibit A apply.

2.5.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. Recurring charges as described in the Agreement and Exhibit A apply.

2.5.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges set forth in the Agreement and Exhibit A apply.

2.5.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop. Channel Cards are available for Analog Loop Start, Ground Start, Reverse Battery, and No Signaling.

2.5.5 Out of Hours Project Coordinated Installations and Rearrangements. For coordinated project installations or rearrangements scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit A, CLEC will incur additional nonrecurring charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Section 9 of Exhibit A.

## 2.6 CLEC may request access to and, where appropriate, development of, additional

UNE Combinations. For UNEs Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F of the Agreement. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Amendment.

2.7 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein shall be construed as expanding the rights otherwise granted by this Amendment or by law to elect to make such conversions.

2.8 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination.

2.9 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

2.9.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Amendment shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

## **2.10 Rates and Charges**

2.10.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in the Agreement and Exhibit A for both recurring and nonrecurring application.

2.10.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. Rates are contained in the Agreement and Exhibit A.

2.10.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in the Agreement and Exhibit A.

2.10.2 Intentionally Left Blank.

2.10.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

2.10.4 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

## **2.11 Ordering Process**

2.11.1 UNE Combinations and associated products and services are ordered via an LSR or ASR, as appropriate. Ordering processes are contained in this Amendment and in the PCAT. The following is a high-level description of the ordering process:

2.11.1.2 Step 1: Complete product questionnaire with account team representative.

2.11.1.3 Step 2: Obtain Billing Account Number (BAN) through account team representative.

2.11.1.4 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

2.11.1.5 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR, as appropriate.

2.11.1.6 Additional information regarding the ordering processes are located at: [http://www.qwest.com/wholesale/solutions/clecFacility/une\\_p\\_c.html](http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html).

2.11.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Amendment.

2.11.3 Standard service intervals for each EEL shall apply. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

2.11.4 Due Date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or Access Service

Request (ASR) made through the IMA, EDI or Exact interfaces or through facsimile. For EEL, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

2.11.5 For EEL, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

## **2.12 Maintenance and Repair**

2.12.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

## **2.13 Miscellaneous Charges**

2.13.1 "Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in the Agreement and Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A, except that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list.

**Exhibit A  
North Dakota\***

Amendment									Notes
			Recurring	Recurring Per Mile	Non- Recurring	2	1	3	4
<b>9.0 Unbundled Network Elements (UNEs)</b>									
<b>9.20 Miscellaneous Charges</b>									
9.20.1	Additional Engineering, per Half Hour or fraction thereof								
9.20.1.1	Additional Engineering - Basic				\$30.03				C
9.20.1.2	Additional Engineering - Overtime				\$37.14				C
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof								
9.20.2.1	Additional Labor Installation - Overtime				\$8.54				C
9.20.2.2	Additional Labor Installation - Premium				\$17.08				C
9.20.3	Additional Labor Other, per Half Hour or fraction thereof								
9.20.3.1	Additional Labor Other - (Optional Testing) Basic				\$26.18				C
9.20.3.2	Additional Labor Other - (Optional Testing) Overtime				\$34.96				C
9.20.3.3	Additional Labor Other - (Optional Testing) Premium				\$43.76				C
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof								
9.20.4.1	Testing and Maintenance - Basic				\$27.81				C
9.20.4.2	Testing and Maintenance - Overtime				\$37.14				C
9.20.4.3	Testing and Maintenance - Premium				\$46.48				C
9.20.5	Maintenance of Service, per Half Hour or fraction thereof								
9.20.5.1	Maintenance of Service - Basic				\$26.18				C
9.20.5.2	Maintenance of Service - Overtime				\$34.96				C
9.20.5.3	Maintenance of Service - Premium				\$43.76				C
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof								
9.20.6.1	Additional Cooperative Acceptance Testing - Basic				\$27.81				C
9.20.6.2	Additional Cooperative Acceptance Testing - Overtime				\$37.14				C
9.20.6.3	Additional Cooperative Acceptance Testing - Premium				\$46.48				C
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof								
9.20.7.1	Nonscheduled Cooperative Testing - Basic				\$27.81				C
9.20.7.2	Nonscheduled Cooperative Testing - Overtime				\$37.14				C
9.20.7.3	Nonscheduled Cooperative Testing - Premium				\$46.48				C
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof								
9.20.8.1	Nonscheduled Manual Testing - Basic				\$27.81				C
9.20.8.2	Nonscheduled Manual Testing - Overtime				\$37.14				C
9.20.8.3	Nonscheduled Manual Testing - Premium				\$46.48				C
9.20.9	Cooperative Scheduled Testing								
9.20.9.1	Cooperative Scheduled Testing - Loss	\$0.08				C, 5			
9.20.9.2	Cooperative Scheduled Testing - C-Message Noise	\$0.08				C, 5			
9.20.9.3	Cooperative Scheduled Testing - Balance	\$0.33				C, 5			
9.20.9.4	Cooperative Scheduled Testing - Gain Slope	\$0.08				C, 5			
9.20.9.5	Cooperative Scheduled Testing - C-Notched Noise	\$0.08				C, 5			
9.20.10	Manual Scheduled Testing								
9.20.10.1	Manual Scheduled Testing - Loss	\$0.17				C, 5			
9.20.10.2	Manual Scheduled Testing - C-Message Noise	\$0.17				C, 5			
9.20.10.3	Manual Scheduled Testing - Balance	\$0.67				C, 5			
9.20.10.4	Manual Scheduled Testing - Gain Slope	\$0.17				C, 5			
9.20.10.5	Manual Scheduled Testing - C-Notched Noise	\$0.17				C, 5			
9.20.11	Additional Dispatch				\$79.80				C
9.20.12	Date Change				\$9.81				C
9.20.13	Design Change				\$69.90				C
9.20.14	Expedite Charge								
9.20.14.1	Designed Services, per Day				\$200.00				2
9.20.15	Cancellation Charge				ICB				C, 3
<b>9.23 UNE Combinations</b>									
9.23.7	Enhanced Extended Loop (EEL)								
9.23.7.7	EEL Rearrangement								
9.23.7.7.1	DSO				\$131.08				1
9.23.7.7.2	High Capacity				\$148.78				1

**NOTES:**

Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:

C: Cost Docket Case No. PU-2342-01-296

[1] Rate not addressed in cost docket (estimated TELRIC)

[2] Market-based rates contained in the Stipulation and Settlement Agreement in Case No. PU-2342-01-296.

[3] ICB, Individual Case Basis pricing.



## North Dakota

Deaveraged rates approved per Stipulated Agreement in Docket PU-314-97-12.  
Below is a breakdown of wire center per zone:

Zone 1		Zone 2		Zone 3
Bismarck		Casselton		Alexander
Dickinson		Grafton		Belfield
Fargo		Larimore		Emerado
Grand Forks		Lisbon		Fairmount
Jamestown		Mayville		Gardner
Mandan		Valley City		Gwinner
Wahpeton				Hatton
West Fargo				Hillsboro
Williston				Kindred
				Leonard
				Manvel
				Minto
				Northwood
				Pembina
				Reynolds
				Thompson
				Watford
				Wyndmere